

Ravalli Electric Co-op

1051 Eastside Highway
PO Box 190
Corvallis, MT 59828-0190

March 13, 2009

Ravalli County Commissioners
215 S. 4th ST Suite A
Hamilton, MT 59840

Dear Ravalli County Commissioners:

Ravalli County Electric is rebuilding and upgrading the power line on Quast Lane. This work will improve service and insure the capacity to supply reliable energy to you and your neighbors.

We are obligated to acquire easements of right-of-way, which grant us access to construct and maintain the pole and fixtures on your property. Please return the attached easement with your notarized signature. If it is convenient, we have notaries on staff who could assist you.

The Cooperative and its members appreciate your speedy response to this request. If you have any questions, or would like to meet personally to discuss the proposed construction affecting your property, please call David Bell or Chet McWhorter at (406) 961-3001.

Sincerely,

David Bell
Engineer

2 Enclosures:

"The Power of Human Connections"

Phone: 406-961-3001 • Fax: 406-961-3230 • Web: www.ravallielectric.com

A Touchstone Energy® Partner





RETURN TO: RAVALLI COUNTY ELECTRIC COOPERATIVE, INC.
 P.O. BOX 190
 CORVALLIS, MT 59828
 PHONE: (406) 961-3001

RIGHT-OF-WAY EASEMENT FOR ELECTRIC LINES AND FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, COUNTY OF RAVALLI, a political subdivision of the State of Montana, of Hamilton Montana, who is/are[hereinafter referred to as the Grantor/Grantors] of Ravalli County, Montana, in consideration of enhancing electric services, and for good and valuable consideration, receipt whereof is hereby acknowledged, does/do hereby grant unto RAVALLI COUNTY ELECTRIC COOPERATIVE, INC., Cooperative corporation, of Corvallis, Montana [hereinafter referred to as Grantee], and to its successors or assigns, a perpetual easement and right-of-way under, over, upon, and across the premises of the Grantor on lands of undersigned, situated in Ravalli County, Montana, and more particularly described as follows:

A ten (10) foot easement along the existing power line and easement, beginning on the West property boundary in the Northerly portion of the below described tract: thence Easterly along the Northerly portion of the described tract for approximately 326 feet to the East property boundary, across all that portion of Lot 24, Block 11, Summerdale Orchards, lying between the North line of said Lot 24 and the Hedge ditch, and more particularly described as follows: Beginning at the Northwest corner of said Lot 24, Block 11, Summerdale Orchards, running thence East along lot line 326.6 feet, to the Northeast corner of said lot, thence South along lot line 220 feet, thence East 206.6 feet, thence North 45° West 169.7 feet to the West lot line, thence North along the West lot line 100 feet to the place of beginning, and containing an area of one and one-half acres more or less, Parcel # 39830, Deed Ref. 69-509.

to construct, operate, maintain, repair, alter, remove, replace, relocate electric transmission and/or distribution lines or systems or facilities on or under the above-described lands and/or in, upon, or under all streets, roads, or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, or removals from, substitutions and additions to the facilities as the Cooperative from time to time deem advisable, including by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers, and transformer enclosures; to excavate and re-fill ditches and trenches for the location and repair of said lines and facilities; to cut, trim, clear and remove by machinery or otherwise, all timber, brush, and other obstructions located within ten feet of the center line of said line or system, or that may interfere or threaten or endanger the operation and maintenance of said line or system even if beyond the ten foot clearance of the line or system as described; to keep the easement clear of all buildings, structures or other obstruction; and to license, permit, or otherwise agree to the joint use or occupancy of the lines, system, or if any of said system is placed underground, of the trench and related underground facilities, by any other person, association, or corporation.

Grantor also extends to Grantee all necessary reasonable rights of ingress and egress which would enable Grantee to exercise its rights as stated herein.

Grantor agrees that all poles, wires, and other facilities and equipment installed in, upon, or under the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee.

The Grantor(s) do/does hereby covenant with the Grantee that he/she/they is/are lawfully seized and possessed of the real estate above-described, that he/she/they has/have a good and lawful right to convey it or any part thereof, and that the Grantor(s) will forever warrant and defend the title thereto against the lawful claims of all persons whatsoever.

RAVALLI COUNTY COMMISSIONERS
Grantor

By _____
Chairperson

Member

Attest: _____
Ravalli County Clerk and Recorder

Member